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IDEA-0218-61

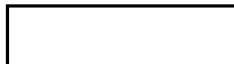
Copy 3 of 4

21 March 1961

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MEMORANDUM FOR: Director, PIC

ATTENTION :



SUBJECT : Compensation to Eastman Kodak Company for Additional Work Performed Under Contract EQ-1806

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1. In order to complete your files on this matter the following documents are transmitted herewith. This matter has been brought to a conclusion, inasmuch as the DCI has approved the recommendation in the attached to pay Eastman an additional [redacted] and a contract amendment has been forwarded to Eastman making this proposal and otherwise completing arrangements to close out this contract.

2. Attached are:

- (a) SECRET Memo to DCI from Acting Chief, DPD (IDEA-0162-61) copy #6, dated 11 February 1961, signed by the DCI
- (b) SECRET Memo to Acting Chief, DPD from Director, PIC (PIC/D-16-61) dated 9 February 1961, entitled "Performance Evaluation of the PIC Minicard Installation"
- (c) SECRET Memo to Acting Chief, DPD from General Counsel (IDEA-0164-61) copy #5, dated 8 February 1961.

3. The basic paper to the DCI (item (a) in paragraph 2 above) contained four references which were also attachments. Items (b) and (c) of paragraph 2 above are two of those references. The other two are not available, as the only copies are in the contract file jacket in DPD.

4. With reference to item (b) in paragraph 2. above, note that it bears the date of 9 February 1961. This is referred to in item (a) of paragraph 2. above as being dated 6 February 1961. I suggest that you correct your file copies of this memo to agree with the latter date; this was done by me on the photostat copies of your memo that are attached to this file as distributed to other addressees.

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Attachments

DPD/OGC/[redacted] jcw

Assistant General Counsel, DPD-AD/P

Distribution:

Cy 1 - D/PIC

App [redacted] OGC

3 - DPD Contracts Staff (EQ-1806)

4 - DPD/RI

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2 - Contractor

3 - Fin

4 - RI

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DPD-1211-61
Contract No. EQ-1806
Amendment No. 2
1 MAR 1961

This Supplemental Agreement, entered into this 27th day of February 1961, between the United States of America (hereinafter called "the Government") represented by the Contracting Officer executing this Contract, and Eastman Kodak Company, Rochester, N.Y., a Corporation organized and existing under the laws of the State of New Jersey, (hereinafter called "the Contractor").

WITNESSETH THAT:

Whereas, the Contractor and the Government have entered into Contract No. EQ-1806, dated 1 March 1956, which together with any and all Amendments thereto is hereinafter referred to as "the Contract"; and

Whereas, the nature of the work required by the Contract was developmental for which no detailed specifications were available or could be prepared at the time the Contract was entered into; and,

Whereas, the Contractor, during the course of development, performed certain modifications and additions to the contract work which constituted changes in or additions to the specifications and required additional work within the general scope of the contract beyond that initially contemplated by the Contracting parties in order to meet, to the fullest extent practicable, the performance requirements of the Government; and,

Whereas, the Contracting parties have agreed to the general identity and nature of the modifications and additions to the Contract work as well as a fair and reasonable Contract price for the performance thereof; and,

Whereas, pursuant to the provisions of PART IV, PRICE REDETERMINATION, in the Contract Schedule, the parties hereto have negotiated and agreed upon a fair and reasonable Contract price for full and complete performance of the Contract, including performance of the modifications and additions to the Contract work provided for herein.

Now, THEREFORE, the parties hereto do mutually agree as follows:

1. The Contractor shall be paid the sum of for modifications and additions incorporated into the Duplicators and Selectors supplied under Schedules Nos. 1 and 2 of the Contract. Said modifications and additions up-dated the equipment to conform with design

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changes made necessary to meet revised requirements of the Government, and comprised, in general, the following:

a. Modification of Duplicators to provide for handling of multiple card documents including elimination of manually operated tape input features and incorporation of automatic operation features and electronic circuitry for storage and file expansion operations.

b. Modification of the electronic circuitry of the Selectors to provide electronic memory features, dynamic controls, and to increase the overall capability of the machines.

2. Pursuant to the Clause of this Contract entitled PART IV-PRICE REDETERMINATION, the parties hereto have negotiated and agreed upon the final Contract Price for full and complete performance of the Contract, inclusive of the work provided for in Paragraphs 1 a. and b. above. In accordance with these negotiations and agreements, the Contractor shall be entitled to be paid the total amount of

which amount represents the final Contract price and no further adjustments shall be made to this amount.

3. The provisions of PART II-CONSIDERATION AND PAYMENT, of the Contract Schedule as amended are no longer operable and are therefore deleted from the Contract.

4. All other terms and conditions of Contract No. EQ-1806, as amended, remain unchanged.

5. Please indicate your acceptance of this Amendment No. 2 to Contract No. EQ-1806 by signing the original and two copies of this document. The original and one copy are to be returned to the undersigned and the remaining copy is for your files.

THE UNITED STATES OF AMERICA

ACKNOWLEDGED AND ACCEPTED
EASTMAN KODAK COMPANY */*

DATE 10 March 1961

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